

### **REMARKS/ARGUMENTS**

Claims 4, 8, 9, 11-13, 18, 24-36 and 39-43 are pending. By the Amendment, claims 4, 8, 9, 11, 13, and 32-36 are amended. The amendments introduce no new matter. Reconsideration of the application based on the above amendments and the following remarks are respectfully requested.

#### **Rejection under 35 U.S.C. §112**

The Office Action rejects claims 4, 8, 9, 11-13 and 32-36 under 35 U.S.C. §112, second paragraph. This rejection is respectfully traversed.

Without conceding the propriety of the rejections, the claims have been amended to provide further clarification regarding the structure of the claimed system and to eliminate the objected-to “means for” language. For example, claim 4 as amended recites, among other features, a microprocessor; and a computer-readable storage medium including instructions for configuring the microprocessor to perform recited functions. The specification, as filed, fully supports such features, for example, through the various descriptions of exemplary server computer 102 with CPU 108, data storage device 110, trade program 112, purchase order agreement amendment program 114, and trade database 116. Thus, Applicant submits that the claims, and the recited functions, are sufficiently clear to satisfy the requirements of 35 U.S.C. §112, second paragraph. That is, the bounds of the claims would be understood by one skilled in the art when read in light of the specification. MPEP § 2173.02.

Accordingly, reconsideration and withdrawal of the rejection are respectfully requested.

#### **Rejection under 35 U.S.C. §101**

The Office Action rejects claims 4, 8, 9, 11-13 and 32-36 under 35 U.S.C. §101. This rejection is respectfully traversed.

Without conceding the propriety of the rejections, independent claim 4 is amended to provide further clarification regarding the structure of the claimed system. For example, as indicated above, claim 4 as amended recites, among other features, a

microprocessor; and a computer-readable storage medium including instructions for configuring the microprocessor to perform recited functions. As stated in the USPTO August 2009 Interim Instructions regarding subject matter eligibility under 35 U.S.C §101, for computer implemented processes, the “machine” is often disclosed as a general purpose computer. In these cases, the general purpose computer may be sufficiently “particular” when programmed to perform new process steps. Such programming creates a new machine because a general purpose computer, in effect, becomes a special purpose computer once it is programmed to perform particular functions pursuant to instructions from programmed software. Thus, Applicant submits that at least the features recited in claim 4 satisfy this standard for patent-eligible subject matter under 35 U.S.C. §101 based at least on the inclusion of a microprocessor and a computer-readable storage medium including instructions for configuring the microprocessor to perform recited processing steps.

Accordingly, reconsideration and withdrawal of the rejection are respectfully requested.

### **Rejection under 35 U.S.C. §103**

The Office Action rejects claims 4, 8, 9,11-13,18 and 24-40 under 35 U.S.C. §103(a) over U.S. Pat. No. 6,141,653 to Conklin et al. (hereinafter “Conklin”), in view of U.S. Pat. No. 7,069,234 to Cornelius et al. (hereinafter “Cornelius”) and U.S. Pat. No. 5,970,475 to Barnes et al. (hereinafter “Barnes”). This rejection is respectfully traversed.

To support a *prima facie* case of obviousness, the Examiner must demonstrate that each feature recited in the claims is found in the cited art, or provide explicit reasoning to support the finding that the features would have been obvious to one of ordinary skill in the art at the time the invention was made. See MPEP §§2141, 2142. The analysis of the Office Action fails to meet this standard at least with respect to the features recited in the independent claims.

With respect to claims 4, 18 and 24, the Office Action apparently concedes that the combination of Conklin and Cornelius would not have reasonably suggested “that the rights and privileges are set for each user regarding a purchase order and the rights of the user who are buying and selling.” Applicant is unsure exactly what claim features the Examiner is referring to here, in that the claims do not recite “the rights and privileges are set for each user regarding a

purchase order and the rights of the user who are buying and selling.” In this regard, the Office Action is self-contradictory in first asserting, on pages 9-10 that Cornelius allegedly discloses features including:

the system is configured to recognize different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order modifications to the purchase order agreement; and the means for electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification is configured so that proposed modifications to the purchase order agreement, and accepting proposed modifications to the purchase order agreement, are allows by a computer processor based on the respective buyer and seller agents' rights...

but then conceding that Cornelius does not disclose “the rights and privileges are set for each user regarding a purchase order and the rights of the user who are buying and selling.” It is unclear how Cornelius could be considered to have suggested the alleged features above without disclosing the admittedly lacking “rights and privileges” for each user regarding a purchase order and the “rights of users who are buying and selling.”

As argued previously and explained further below, Applicant maintains that the combination of Conklin and Cornelius would not have reasonably suggested the features apparently attributed to Cornelius and, moreover, the newly-applied Barnes reference fails to disclose the relied-upon features. For the sake of clarity, Applicant will address the shortfalls in Cornelius first, and then Barnes.

Claim 4 recites, in relevant part:

the system is configured to recognize different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement;

the system is configured to recognize different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and

the system is configured so that the proposed modifications to the purchase order agreement, and the accepting proposed modifications to the

purchase order agreement, are allowed by the microprocessor based on the respective buyer and seller agents' rights.

Claims 18 and 24 recite similar features. As argued in Applicant's September 11, 2009 Amendment, Cornelius deals with workflow management and security. The relied-upon portions of Cornelius do not disclose the relevant features of recognizing different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; recognizing different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement; and the proposed modifications to the purchase order agreement, and the accepting proposed modifications to the purchase order agreement, are allowed by the microprocessor based on the respective buyer and seller agents' rights.

The Office Action references portions of Cornelius that describe how a buyer and seller "are allowed to negotiate payment terms of a transaction using a chatroom" and "the identity of the buyer may be authenticated using a password." However, allowing negotiation of terms in a chatroom, and authenticating using a password, do not correspond to the specifically recited features regarding systems and methods including different seller and buyer agent users with different rights with regard to proposing modifications, and accepting proposed modifications, to a purchase order agreement, or allowing the proposed modifications to the purchase order agreement, and the accepting proposed modifications to the purchase order agreement, based on the respective buyer and seller agents' rights.

Barnes also fails to reasonably suggest such features. For example, the relied-upon portions of Barnes state, in part:

5 Each user is preferably assigned an organization user  
profile which specifies a level of authorization for approval  
of the acquisition of goods/services from a pre-determined  
supplier. Said user terminals include means for displaying  
products/services available for acquisition from the at least  
10 one supplier and is consistent with the user's level of  
authorization for the acquisition of goods/services from said  
supplier. The supplier system includes a catalog and an order  
processor, said catalog containing information regarding all  
of the suppliers' goods made available to the customer  
15 organization, including pricing, discounts, availability,  
delivery information, etc., based on the organization's pro-  
file submitted to the supplier and negotiated agreement  
between the partners. A communication link is provided for  
selectively accessing, for viewing and downloading by a  
20 user, information from the supplier's catalog to the user's  
terminal consistent with the user's authorization level. Said  
customer and supplier systems are programmed to establish  
a cryptographically secure session for ordering and filling  
orders for goods, by means of said order processor from said  
25 supplier only when an authorized user seeks to acquire one  
or more products which the user is authorized to purchase.

The above description deals with limiting the products/services available for acquisition consistent with a user's level of authorization for the acquisition of the goods/services from the supplier. These features do not reasonably correspond to the claimed features regarding recognizing different seller agent users have different rights with regard to proposing modifications to the purchase order agreement and accepting proposed modifications to the purchase order agreement. Nor do they reasonably correspond to recognizing different buyer agent users have different rights with regard to proposing modifications to the purchase order agreement and accepting proposed modifications to the purchase order agreement. For example, limiting the products/services available for acquisition to a user does not reasonably correspond to different rights with regard to proposing modifications to the purchase order agreement and accepting proposed modifications to the purchase order agreement. Moreover, the limitations placed on what is presented to the user in Barnes do not reasonably correspond to

different seller agent users. Thus, Barnes cannot reasonably be considered to have suggested the features lacking in Conklin and Cornelius.

As such, Applicant submits that the applied references would not have reasonably suggested all of the combinations of features positively recited in claims 4, 18 and 24. The remaining claims are likewise allowable for at least the respective dependence of those claims, directly or indirectly, on an allowable base claim, as well as for the separately patentable features that each of those claims recites.

Accordingly, reconsideration and withdrawal of the rejection of claims 4, 8, 9, 11-13, 18, 24-36 and 39-43 are respectfully requested.

### **CONCLUSION**

In view of the foregoing, Applicant believes all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 202-481-9900.

The Commissioner is authorized to charge any fees due or credit any overpayment to the deposit account of Townsend and Townsend and Crew LLP, Deposit Account No. 20-1430.

Respectfully submitted,

/James E. Golladay/  
James Golladay  
Reg. No. 58,182

DATE: September 21, 2010

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, Eighth Floor  
San Francisco, California 94111-3834  
Tel: 202-481-9900  
Fax: 415-576-0300

JEG:  
62893085 v1